

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: June 17, 2025

Presenter's Name and Title: Frank Defalco, Police Captain

Prepared By: Dr. Angela Mumford, Assistant to the Chief of Police

Temp. Reso. Number: 8430

Item Description: Temp. Reso. No. #R8430 APPROVING THE AWARD OF INVITATION FOR BIDS (IFB) NO. 25-014, ENTITLED "SCHOOLS CROSSING GUARD SERVICES" TO KEMP GROUP INTERNATIONAL FOR AN INITIAL TERM OF THREE YEARS WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS, IN AN AMOUNT OF \$2,150,647.20 OVER THE INITIAL THREE-YEAR CONTRACT TERM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT WITH THE PROVIDER; AND PROVIDING FOR AN EFFECTIVE DATE. *(Frank Defalco Police Captain, and Alicia Ayum Procurement Director).*

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: none

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of \$620,000 for School Crossing Guard Services is budgeted in the Police Department School Crossing Guard GL Account # 001-20-202-521-000-603459 for FY25. To date the total expenditures for FY25 amount to \$432,163.28, leaving a remaining balance of \$187,836.72 in the account. Funding in the amount of \$660,000 for School Crossing Guard Services is being proposed in the Police Department School Crossing Guard GL Account # 001-20-202-521-000-603459 for FY26.


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR #8430
 - Exhibit A: Proposed Schools Crossing Guard Agreement
- Attachment(s)
 - Attachment 1: Final Bids



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

THRU: Dr. Roy L. Virgin, City Manager 

FROM: Delrish L. Moss, Chief of Police

DATE: June 12, 2025

RE: Temp. Reso. 8430, approving The Award of Invitation for Bids (IFB) No. 25-014 to Kemp Group International to Provide School Crossing Guard Services.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8430, approving the award of Invitation for Bids ("IFB") No. 25-014 to Kemp Group International to provide School Crossing Guard Services for an initial term of three years with the option to renew for two additional one-year terms, in an amount of \$2,150,647.20 over the initial three-year term.

ISSUE: Pursuant to Section 2-412(a)(1) of the City's Procurement Code, approval of the City Commission is required for purchases or award of a contract for goods or services in excess of \$75,000 by a single department from the same vendor in a single fiscal year.

BACKGROUND: On March 24, 2025, the Procurement Department advertised IFB #25-014, entitled "Schools Crossing Guard Services" on DemandStar. The solicitation was also advertised in the April 4th issue of the Sun Sentinel and on the City's social media platforms. The solicitation opened on April 23, 2025, with eight (8) responses, including two from local Miramar businesses and one from a Broward County Certified Business Enterprise. The Procurement Department conducted its due diligence, and Kemp Group International, a local Miramar business, was deemed the lowest responsive, responsible bidder whose bid met the minimum requirements of the IFB.

DISCUSSION: The Police Department, as one of the City's two public safety entities, is responsible for securing the services of a qualified vendor to provide crossing guard services at schools within the City's boundaries. The guards assist students traveling to and from school at designated locations throughout the City. The current School Crossing Guard Services agreement is set to expire on August 5, 2025.

ANALYSIS: Funding in the amount of \$620,000 for School Crossing Guard Services is budgeted in the Police Department School Crossing Guard GL Account # 001-20-202-521-000-603459 for Fiscal Year 2025. To date, there has been actual Fiscal Year 2025 expenditures totaling \$432,163.28; thus, leaving a remaining balance of \$187,836.72 in the account. Funding in the amount of \$660,000 for School Crossing Guard Services is being proposed in the Police Department School Crossing Guard GL Account # 001-20-202-521-000-603459 for Fiscal Year 2026.

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4/30/25
6/10/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS (IFB) NO. 25-014, ENTITLED “SCHOOLS CROSSING GUARD SERVICES” TO KEMP GROUP INTERNATIONAL FOR AN INITIAL TERM OF THREE YEARS WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR TERMS, IN AN AMOUNT OF \$2,150,647.20, OVER THE INITIAL THREE-YEAR CONTRACT TERM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT WITH THE PROVIDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar requires the continued provision of School Crossing Guard Services to ensure the safety of students traveling to and from schools within the City’s boundaries; and

WHEREAS, the Police Department, as one of the City’s public safety entities, is responsible for securing a qualified vendor to provide said services at specified school crossing locations; and

WHEREAS, the current agreement for Schools Crossing Guard Services is set to expire on August 5, 2025; and

WHEREAS, on March 24, 2025, the City’s Procurement Department advertised Invitation for Bids (IFB) No. 25-014, entitled “Schools Crossing Guard Services” through DemandStar, the April 4th issue of the Sun Sentinel, and City social media platforms; and

WHEREAS, the solicitation closed on April 23, 2025, with eight (8) responses received, including submissions from two local Miramar businesses and one Broward County Certified Business Enterprise; and

WHEREAS, after conducting due diligence, the Procurement Department determined that Kemp Group International, a local Miramar business, was the lowest

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responsive and responsible bidder whose proposal met the minimum requirements of IFB No. 25-014; and

WHEREAS, the City Manager recommends awarding IFB No. 25-014, entitled “Schools Crossing Guard Services” to Kemp Group International for an initial term of three (3) years, with the option to renew for two (2) additional one-year terms, in the amount of \$2,150,647.20 over the initial three-year contract term; and

WHEREAS, pursuant to Section 2-412(a)(1) of the City’s Procurement Code, City Commission approval is required for the award of contracts for goods or services exceeding \$75,000 in a single fiscal year from the same vendor by a single department; and

WHEREAS, the City Commission finds that approving this contract award and authorizing the City Manager to execute the appropriate agreement with Kemp Group International is in the best interests of the City of Miramar and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the Crossing Guard Services Agreement with Kemp Group International for an initial term of three years with the option to renew for two additional one-year terms.

Section 3: That the appropriate City officials shall do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

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6/10/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers
Commissioner Avril Cherasard
Vice Mayor Yvette Colbourne
Commissioner Carson Edwards
Mayor Wayne M. Messam

Voted



**AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
KEMP GROUP INTERNATIONAL
FOR
SCHOOLS CROSSING GUARD SERVICES**

This Agreement (or "Contract") is entered into by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City", and Kemp Group International, a Florida corporation with its principal business address located at 2111 Southwest 60th Way, Miramar, FL 33023, hereinafter referred to as "Service Provider".

WHEREAS, on March 24, 2025 the City issued Invitation for Bid No. 25-014 (the "IFB") for SCHOOLS CROSSING GUARD SERVICES (the "Services"); and

WHEREAS, the Service Provider was determined to be the lowest responsive, responsible Bidder whose Bid was most advantageous to the City; and

WHEREAS, on _____, 2025, the City Commission approved the award of the IFB to the Service Provider and authorized the execution of the appropriate Agreement between the City and the Service Provider to provide the services, for an initial term of three years with the option to renew for two additional one-year terms.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Service Provider agree as follows:

ARTICLE 1
SCOPE OF SERVICES

Service Provider agrees to provide the Services to the City during the term of this Agreement, in accordance with the Scope of Services of the IFB and in the manner described in the IFB.

This Agreement is subject to the Scope of Services, terms, conditions and requirements of the IFB, the Service Provider's Bid as accepted by the City, and any subsequently negotiated changes to same, which documents are incorporated by reference herein and attached hereto as Exhibit "A". In the case of any conflict between

the provisions of this Contract, the IFB and the Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the IFB; terms of the Bid Response.

Service Provider represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; and (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

Estimates/Quotations for Additional Services

All requests for related Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed, and such Work shall not exceed 15% of the annual Contract for Services.

Purchase Orders:

1. The Service Provider shall not perform or begin any Work without prior written authorization from the City, as well as an approved purchase order authorizing Services.
2. Failure of the Service Provider to adhere to the City's purchasing protocol – working without having an official City purchase order for the Work, shall constitute a default and authorization for payment shall be denied.

ARTICLE 2 **COMPENSATION**

The Service Provider shall submit periodic invoices for the Goods and Services provided to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Service Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

ARTICLE 3
TERM OF AGREEMENT

The term of this Agreement shall commence August 1, 2025 and shall be for a term of three years, with the City having the option to renew the Agreement for up to two additional one-year terms, unless terminated earlier pursuant to Article 4 of this Agreement. The City Manager or designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

ARTICLE 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Service Provider 30 calendar days written notice. City may terminate this Agreement for cause by giving the Service Provider five calendar days written notice upon the failure of Service Provider to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement

ARTICLE 5
INDEPENDENT CONTRACTOR

Service Provider is an independent contractor under this Agreement. Services provided by Service Provider shall be by employees of Service Provider and subject to supervision by Service Provider, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Service Provider. Service Provider shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

ARTICLE 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Service Provider shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Service Provider, its respective officials, agents, employees or subcontractors in the Service Provider's performance of Services pursuant to this Agreement.

ARTICLE 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Service Provider of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

ARTICLE 8
INSURANCE

8.1 INSURANCE - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Service Provider shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

8.2 Minimum Limits of Insurance - Service Providers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
3. Workers' Compensation: Statutory.

8.3 Required Insurance Endorsements - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Service Provider.
2. **WAIVERS OF SUBROGATION** - Service Provider agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Service Provider or the Service Provider's employees, agents or Subcontractors; and

- b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Service Provider.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Service Provider agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Service Provider further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Service Provider's failure to obtain such waivers of subrogation from Service Provider's insurers.

This Agreement shall not be deemed approved until the Service Provider has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Service Provider's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Service Provider's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Service Provider shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 9 **MISCELLANEOUS**

9.1 Service Provider shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

9.2 Precautions shall be exercised at all times for the protection of persons and property. The Service Provider and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Service Provider responsible for the same.

9.3 At all times during the term of this Agreement, Service Provider shall pay each of its covered employees a living wage for all hours worked for the City of Miramar and, if health care benefits are provided, shall submit an affidavit of compliance. Per the 2025 Broward County Living Wage Roster, a living wage with health care benefits shall be no less than fifteen dollars and eighty-seven cents (\$15.87) per hour. If the Provider does not offer a covered employee health care benefits, Provider shall pay a living wage of no less than nineteen dollars and seventy-three cents (\$19.73) per hour, which shall be adjusted on January 1, 2026 in accordance with Section 26-102(f) of the Broward County Living Wage Ordinance, for the remainder of the Agreement. Furthermore, Provider agrees to produce, upon request of the City, all documents and payroll records demonstrating compliance with the abovementioned living wage requirements.

A covered employee, as used herein, is defined as an employee who performs school crossing guard services either on a full-time or part-time basis for the City of Miramar while the Agreement remains in effect between the Parties.

ARTICLE 10

AUDIT AND INSPECTION RIGHTS

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Service Provider under this Agreement, audit, or cause to be audited, those books and records of Service Provider which are related to Service Provider's performance under this Agreement. Service Provider agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Service Provider under this Agreement conform to the terms of this Agreement. Service Provider shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

ARTICLE 11

AMENDMENTS AND ASSIGNMENT

11.1 This Agreement constitutes the entire agreement between Service Provider and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Service Provider shall not transfer or assign the performance of Services set forth in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR SERVICE PROVIDER:

Christina Aderinokun, President

Kemp Group

2111 SW 60th Way

Miramar FL 33023

FOR CITY:

Dr. Roy L. Virgin, City Manager

City of Miramar

2300 Civic Center Place

Miramar, Florida 33025

Telephone: (954) 602-3117

With A Copy to:

Burnadette Norris-Weeks, Esq.

City Attorney

Austin Pamies Norris Weeks Powell, PLLC

401 North Avenue of the Arts

Fort Lauderdale, FL 33311

Telephone: (954) 768-9770

Facsimile: (954) 768-9790

ARTICLE 14
NON-DISCRIMINATION

Service Provider represents and warrants to the City that Service Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Service Provider's performance under this Agreement on account of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy or any other factor that cannot be lawfully used as a basis for delivery of Services. Service Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 15
PUBLIC RECORDS

- A. Public Records: SERVICE PROVIDER shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by SERVICE PROVIDER shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all

duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. SERVICE PROVIDER'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to SERVICE PROVIDER shall be withheld until all documents are received as provided herein.

ARTICLE 16

SCRUTINIZED COMPANY

- A. Service Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider or its subcontractors are found to have submitted a false certification; or if the Service Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Service Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Service Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Service Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 17

E-VERIFY

In accordance with Florida Statutes §448.095, the Service Provider, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Service Provider will not hire any employee who has not been vetted through E-Verify. The Service Provider may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 18

HEADINGS, CONFLICT OF PROVISIONS,

WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

ARTICLE 19

SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

ARTICLE 20

SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

ARTICLE 21
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Service Provider and supersedes all prior negotiations, representations or agreements, whether written or oral.

ARTICLE 22
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Service Provider, by and through its President _____, attested to and duly authorized to execute same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY

ATTEST:

CITY OF MIRAMAR

City Clerk

By: _____
Dr Roy L. Virgin, City Manager

This ____ day of _____, 2025.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR
ONLY:

Austin Pamies Norris Weeks Powell, PLLC
City Attorney

SERVICE PROVIDER

WITNESSES:

By: Joseph Faluade

Joseph Faluade
Print Name

Date: _____

By: 
Christina Aderinokun, President

Date: _____

IFB# 25-014: SCHOOLS CROSSING GUARD SERVICES
FINAL BID TAB

	Company Name	Bid Amount	5% Local Preference	5% CBE Preference	Bid Amount after Preference
1	Kemp Group International Corporation	\$2,150,647.20	(\$107,532.06)	N/A	\$2,043,115.14
2	Lone Star Transport Management dba Lone Star Logistics	\$2,085,102.00	N/A	N/A	\$2,085,102.00
3	The Butler Group of South Florida dba Nextaff	\$2,285,711.00	N/A	(\$114,285.55)	\$2,171,425.45
4	Bright Light Security Services LLC	\$2,330,640.00	(\$116,532.00)	N/A	\$2,214,108.00
5	All City Management Services	\$2,263,690.80	N/A	N/A	\$2,263,690.80
6	Truman Security Corp	\$2,438,748.00	N/A	N/A	\$2,438,748.00
7	Nation Security Services LLC	\$2,484,194.00	N/A	N/A	\$2,484,194.00
8	Waterfield Florida Staffing, LLC	\$2,620,144.80	N/A	N/A	\$2,620,144.80